



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Renewal of Agreement Between City of Lodi and Big

MEETING DATE: December 18, 1991

PREPARED BY: City Attorney

RECOMMENDED ACTION: Council consideration of attached lease with Big Valley Model Railroaders Club

BACKGROUND INFORMATION: The Big Valley Model Railroaders Club executed a lease with the City for space in the basement of the Carnegie Forum. The purpose was to use the room since that time. The club has used the room since that time.

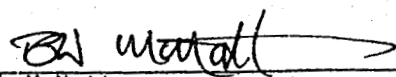
The lease expired on October 31, 1991 and it is the desire of the model railroad club to extend the arrangement. There appears to be no immediate need by the City for this space, so the Council may wish to authorize a new lease.

The attached draft lease covers another 4-year period as has been done in the past and is similar to the former lease with minor modifications.

1. The club has paid \$75.00 per month since 1981. The new lease increases that figure to \$100.00 a month and allows annual increases.
2. Insurance limits have been increased to cover inflation since the lease was originated.
3. Cleanup language was inserted making it clear that either party could terminate the lease on 30 days written notice, with or without cause.

FUNDING: None Required.

Respectfully submitted,


Bob McNatt
City Attorney

APPROVED: _____

THOMAS A. PETERSON
City Manager



AGREEMENT

LEASE OF CARNEGIE FORUM BASEMENT "CENTER ROOM"
FOR BUILDING AND OPERATING A MODEL RAILROAD

THIS AGREEMENT, entered into this _____ day of _____, 1991, **by** and between the CITY OF LODI, a municipal corporation, hereinafter called City, and BIG VALLEY MODEL RAILROADERS, hereinafter called Lessee.

W I T N E S S E T H:

WHEREAS, City owns the premises commonly known as Carnegie Forum, located at 305 West Pine Street, Lodi, California; and

WHEREAS, Lessee desires to use the premises to carry on a program of building and operating a scale model railroad;

NOW, THEREFORE, it **is** hereby mutually agreed **by** and between the parties hereto as follows:

1. City agrees that Lessee may use the basement "Center Room" of the premises commonly known as Carnegie Forum, owned by the City of Lodi. The **use** of said premises by Lessee is for the purpose of carrying on a program of building and operating a model railroad.

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2. The term of this Agreement shall be for a period of ____ years commencing November 1, 1991 and ending at midnight on October 31, ____ This agreement may be terminated by either party hereto, with or without cause, upon thirty days written notice to the other.

3. City assumes no responsibility by this Agreement or otherwise, upon termination of this Agreement pursuant to paragraph 2 hereof or otherwise, to provide or find another facility for Lessee.

4. Neither City nor Lessee is under any obligation to re-lease upon termination of this Agreement pursuant to paragraph 2 hereof or otherwise.

5. Upon termination of this lease, Lessee shall be responsible to remove all equipment and/or other material which they have placed in and upon the premises.

6. Lessee agrees to pay City a monthly rental of \$100.00 per month, as of and from the first day of each month, commencing January 1, 1992. Lessee has heretofore paid Lessor for the months of October, November and December 1991. The rent specified herein shall be increased or decreased annually on the anniversary date of this Agreement in an amount equal to the change in the Consumer Price Index for the San Francisco region.

7. Utilities are included in the agreed-upon monthly rental rate.

8. Lessee agrees to accept said premises in an "AS IS" condition.

9. Lessee agrees to maintain in full force during the term hereof a policy of Comprehensive General Liability insurance, and must complete a formal "Agreement Assuming Risk of Injury Damage - Waiver and Release of Claims" form. The liability insurance shall contain an Additional Named Insured Endorsement naming the City of Lodi as an additional insured, and under which the insurer agrees to indemnify and hold the City of Lodi harmless from and against all costs, expenses, and liability arising out of, or based upon, any and all property damage, or damages for personal injuries, including death, sustained in accidents occurring in or about the demised premises; where such accident, damage, or injury, including death, results or is claimed to have resulted from any act or omission on the part of Lessee or Lessee's agents or employees in the implementation of this Agreement. The minimum limits of such insurance shall be \$100,000 bodily injury and \$1,000,000 property damage. In addition to the Additional Named Insured Endorsement on Lessee's policy of insurance, said insurance policy shall be endorsed to include the following language:

"Such insurance as is afforded by the endorsement for the additional insured shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the coinsurance afforded by this endorsement."

A duplicate or certificate of said bodily injury and property damage insurance containing the above-stated required endorsements shall be delivered to the Assistant to the City Manager after the issuance of said

policy with satisfactory evidence that each carrier is required to give the City at least 30 days prior notice of the ~~cancellation or reduction~~ in coverage of any policy during the effective period of this Agreement. The insurance certificate must identify on its face or as an endorsement, what it is insuring. A duplicate or certificate of said insurance must be in the City's hands at the time of the execution of the lease agreement. All requirements herein provided shall appear either in the body of the insurance policies or as endorsements and shall specifically bind the insurance carrier. This paragraph and all other provisions of this Agreement shall apply and be construed as applying to any subtenant of Lessee.

NOTE: Lessee agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

"Claims made" coverage requiring the insured's to give notice of any potential liability during a time period shorter than that found in the Tort Claims Act shall be unacceptable.

10. Lessee agrees that any repairs by Lessee or Lessee's agents or employees must be undertaken only after approval by the City Manager of the City of Lodi or his designee.

IN WITNESS WHEREOF, th2 parties hereto have hereunder set their hands
the date and year first above written.

CITY

LESSEE

CITY OF LODI, a municipal
corporation

BIG VALLEY MODEL RAILROADERS

THOMAS A. PETERSON
City Manager

By _____

ATTEST:

ALICE M. REIMCHE
City Clerk

Approved As To Form:

BOBBY W. McNATT
City Attorney

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